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James R. Hobson
(202) 370-5305
james.hobson@bbklaw.com

December 1, 2014

Secretary
Federal Communications Commission
Washington, D.C. 20554

Re: LPFM application amendment
City of Boston, BNPL-20131106ARV

Accepted/Files

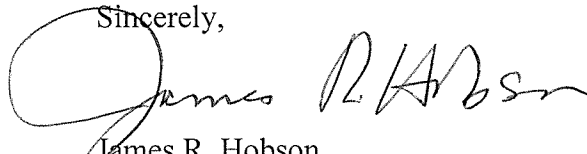
DEC - 1 2014

**Federal Communications Commission
Office of the Secretary**

Dear Madame Secretary :

Pursuant to Section 73.872(c) of the Commission's Rules, the City of Boston, Massachusetts hereby submits a time-sharing agreement amending the referenced LPFM application. The amendment also has been filed electronically.

Sincerely,


James R. Hobson
for BEST BEST & KRIEGER LLP

cc: Parul P. Desai, Media Bureau

2014 DEC - 3 A 9:18

Attachment file uploaded

The attachment file Boston_LPFM_Application_120114.pdf was successfully uploaded.

FCC MB - Attachment Entry 1

Select File to Upload*:

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Please enter a description below:

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*CDBS only accepts PDF file types as attachments. An attachment may not be greater than 10 MB.

[Exhibit/Attachment Help](#)

Current Attachments

<input type="checkbox"/>	Description
<input checked="" type="checkbox"/>	Settlement agreement

Before The
Federal Communications Commission
Washington, D.C. 20554

In re Applications of FCC Group 183	
Mutually Exclusive Applicants:	
Lasell College Radio	BNPL-20131112AAF
City of Boston, Massachusetts	BNPL-20131106ARV
Global Ministries Christian Church	BNPL-20131022AEW
For New Low Power FM Stations	
At Auburndale, Boston and Dorchester, MA	
To Operate on a Timeshare Basis on Channel [275L1]	

JOINT REQUEST OF MUTUALLY EXCLUSIVE APPLICANTS FOR APPROVAL OF
SETTLEMENT AGREEMENT

1. Lasell College Radio (FCC File No. BNPL-20131112AAF), the City of Boston, Massachusetts (FCC File No. BNPL-20131106ARV) and Global Ministries Christian Church (FCC File No. BNPL-20131022AEW) (collectively, the “Applicants”), mutually exclusive applicants seeking authority to construct low power FM broadcast stations to serve the Greater Boston, Massachusetts area hereby jointly request that the Federal Communications Commission (hereinafter “FCC” or “Commission”):

- A. Approve the attached Settlement Agreement that resolves mutual exclusivity among the Applicants; and
- B. Grant the above-referenced applications subject to the operating hours specified in the Settlement Agreement.

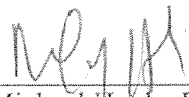
2. The Applicants constitute all applicants identified as Mutually Exclusive Group 183 in the Public Notice released on September 5, 2014. The Applicants have entered into a Settlement

Agreement that resolves mutual exclusivity among their applications. A copy of that Settlement Agreement is attached hereto as Exhibit A.

3. The proposed settlement comports in all respects with 47 C.F.R. Sections 73.3525 and 73.872(c) of the Commission's Rules.
4. Accordingly, the parties respectfully request that the Commission grant this Joint Request, approve the attached Settlement Agreement, and grant the applications of Lasell College Radio, the City of Boston, Massachusetts, and Global Ministries Christian Church, subject to the terms and conditions of the Settlement Agreement.

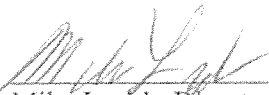
Respectfully Submitted,

Lasell College Radio



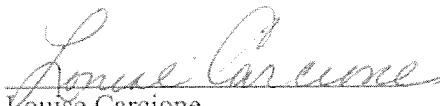
Michael Hoyle, Ph.D.
Vice President Business & Finance; CFO
Lasell College

City of Boston, Massachusetts



Mike Lynch, Director
Broadband and Cable (DoIT)
City of Boston, Massachusetts

Global Ministries Christian
Church



Louise Carcione
Clerk/Treasurer
Global Ministries Christian Church

Dated November 24, 2014

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on the 24th day of November, 2014, between Lasell College Radio, City of Boston, Massachusetts and Global Ministries Christian Church (hereinafter collectively “Applicants”).

Whereas, each of the FCC Group 183 Mutually Exclusive Applicants filed with the Federal Communications Commission (hereinafter “FCC” or “Commission”) an application for a construction permit to build a low power FM radio station on FM Channel [275L1, 102.9 MHz] in the greater Boston area;

Whereas, each of the Applicants filed its application with the intention of obtaining a grant of application and not for purposes of reaching or carrying out a settlement agreement;

Whereas, the Applications are mutually exclusive;

Whereas, The Applicants constitute all of the Applicants identified by the Public Notice issued by the Commission on September 5, 2014 as Group 183;

Whereas, neither of the Applicants nor their principals have received any money or other consideration; and

Whereas, the public interest will be best served by the grant of the Settlement Agreement because by accepting this time share agreement the Commission would provide a voice for those that may not be heard, an educational tool for our youth, a public safety radio outlet for the community, and ensure that communities are served by continuous radio broadcasts while conserving Commission resources.

Now Therefore, in consideration of the foregoing and the terms and conditions set forth herein, the parties hereto agree as follows:

Article I

1. **FCC Consent.** This Agreement is subject to approval by the FCC and is void unless approved by the FCC. The applicants agree to make good faith efforts to immediately resolve any FCC objection in order to obtain approval of this Agreement.
2. **Joint Request for Approval of Agreement.** The Applicants will file with the FCC a Joint Request for Approval within five days from the date of this Agreement. In the event that the FCC does not approve this Agreement, the Applicants shall return to their status as though this Agreement had not been entered.
3. **Declaration of No Consideration.** Attached hereto as Exhibit B are signed Declarations of No Consideration.
4. Within five days from this agreement, each applicant will file an amendment to their pending FCC Form 318 to include this agreement.
5. **Limited Hours.** Each of the Applicants agrees to be licensed for the limited hours of operation discussed in paragraph 7 of this Agreement.
6. **Finality.** This Agreement is subject to the condition that the Settlement Agreement becomes a Final Order. A Final Order shall be an FCC order that is no longer subjective to administrative or judicial review, reconsideration, or stay.

Article II

7. **Hours of Operation.** The Applicants hereby request that the Commission grant each Application subject to the following hours of operation:

Low Power FM (LPFM) Radio Group 183 Mutually Exclusive Settlement Agreement								
Program Grid (Hours of Operation)								
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
2:00 a.m.	Global	Global	Global	Global	Global	Global	Global	Mon-Sat 2AM-9AM & Sun 2AM to 5AM 58 Hours
3:00 a.m.	Global	Global	Global	Global	Global	Global	Global	
4:00 a.m.	Global	Global	Global	Global	Global	Global	Global	
5:00 a.m.	Global	Global	Global	Global	Global	Global	Global	
6:00 a.m.	Global	Global	Global	Global	Global	Global	Global	
7:00 a.m.	Global	Global	Global	Global	Global	Global	Global	
8:00 a.m.	Global	Global	Global	Global	Global	Global	Global	
9:00 a.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
10:00 a.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
11:00 a.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
12:00 p.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	Sun-Sat 9AM-6PM 9x6=54 Hours
1:00 p.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
2:00 p.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
3:00 p.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
4:00 p.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
5:00 p.m.	Global	Lasell	Lasell	Lasell	Lasell	Lasell	Lasell	
6:00 p.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	
7:00 p.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	
8:00 p.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	
9:00 p.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	
10:00 p.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	Sun-Sat 6PM-2AM 8x7=56 hours
11:00 p.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	
12:00 a.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	
1:00 a.m.	BNN	BNN	BNN	BNN	BNN	BNN	BNN	
[1] Boston Neighborhood Network will program community hours for City of Boston								
[2] Boston School Committee, BRA or City Council may broadcast during BNN time slots on Wed. or Thurs. eves., live or replay.								
[3] City of Boston would feed 3-5 minute news bulletins to air on the LPFM station only during BNN's programming hours.								
[4] City of Boston will develop remote switching protocol for all stations in case of a public emergency need for the City to access the channel								

8. **Operating Schedule Minimum Requirements.** The hours of operation proposed in this Agreement comply with Section 73.872(c) of the Commission's Rules by allowing each Applicant the following number of operating hours per week:

Lasell College Radio: 54 hours per week.
City of Boston, Massachusetts: 56 hours per week
Global Ministries Christian Church: 58 hours per week.

The hours of operation proposed in this agreement also comply with 47 C.F.R. § 73.850(b) because the station will operate 168 hours per week, consisting of at least 5 hours of operation per day on at least 6 days of the week.

9. **Schedule Modifications.** This Agreement may be amended or modified only by a written instrument executed by all of the Applicants and submitted to the Commission prior to the time of the proposed change.

10. The City of Boston will partner with Boston Neighborhood Network (“BNN”) to promote civic engagement by encouraging and inviting service agencies, community-based organizations and individuals to communicate with Boston residents on this platform. The City of Boston’s public safety community, including the Boston Police Department, Boston Fire Department, Boston Emergency Management Services, and basic city services such as Public Works, Transportation, and the Mayor’s Press Office and Offices of Constituent and Neighborhood Services will offer regular updates during the BNN managed time.
11. All Applicants agree that the City, at its sole discretion, may interrupt any ongoing programming in the event of a public emergency event to broadcast public safety notices. As compensation, BNN shall surrender an equal amount of its programming time, at a mutually agreeable time, to whichever Applicant loses broadcast time as a result of the public emergency interruption. The City shall bear the engineering and financial obligation to create the ability to interrupt another Applicant’s broadcast.
12. **Vacant Time.** Should any Applicant not require all the time listed above in 8, but retain sufficient broadcast time to remain in compliance with Section 73.872(c) of the Commission’s Rules, the remaining Applicants will make best efforts to provide programming to fill that vacant time.

13. Transmitter locations.

As reflected below, all three proposed transmitters are located within 24 kilometers of each other. Therefore, in order to comply with §73.807(a) of the Commission’s Rules regarding minimum spacing guidelines between LPFM stations, only one transmitter in this Agreement can be on the air at one time. The proposed schedule does not include any prohibited simultaneous operation.

The following chart shows the distance between each time share proponent in kilometers:

	Global	Boston	Lasell
Global	---	3.6	13.8
Boston	3.6	---	10.4
Lasell	13.8	10.4	---

14. **Studio Space.** Each Applicant will maintain a separate studio.
15. **Equipment.** Each Applicant will employ separate equipment.
16. **Cross-promotion.** There are no commitments to promote or mention any other Applicant’s name, programming or content on-air or in advertising materials. It is the intent of the Applicants to remain entirely distinct and not discuss the other Applicant at all.
17. **Expenses.** Each Applicant will bear each of their respective expenses.
18. **Termination.** This time share agreement may only be terminated by written agreement of all Applicants.

19. **Management** – Each Applicant shall be responsible for managing its time on the radio and agree to hold harmless other Applicant's from any liability or violations of FCC Rules. All Applicants further acknowledge that the City of Boston has engaged with Boston Neighborhood Network ("BNN"), the same entity that manages Public and Education cable programming in the City of Boston, to manage its broadcast time. The engagement with BNN is an effort to provide the residents of Boston with a coordinated platform of radio and cable-cast programming that is not subject to government approval so as to give voice to all opinions in Boston.

Article III

20. **Valid Organization and Warranty.** Each Applicant represents that (a) it is duly organized, validly existing, and in good standing in its state of incorporation, and (b) the execution, delivery, and performance of this Agreement has been duly and effectively authorized by its governing board.
21. **Amendments.** Amendments or modifications to this Agreement must be in writing, signed by all of the Applicants, and submitted to the Commission.
22. **Expenses.** Each Applicant will bear its own expenses in relation to the preparation, filing, prosecution, and performance of the duties contemplated by this Agreement.
23. **Conduct.** Each Applicant will use its best efforts to cooperate with other Applicants specified in this Agreement and with the FCC by expeditiously furnishing any additional information that may be reasonably required, and by performing all other acts reasonably necessary to carry out this Agreement.
24. **Confidentiality.** The Applicants shall henceforth maintain the confidentiality of any information received from any other Applicant in connection with negotiating, filing, and carrying out this Agreement.
25. **Remedies on Default.** In the event that one of the Applicants defaults on this Agreement, any Applicant not in default shall have available to it all remedies, at law or equity to which it is entitled under law, including the right to obtain specific performance of the terms of this Agreement.
26. **Benefit and Assignment.** This Agreement is binding upon the benefit of the Parties and their respective heirs, legal representatives, and successors. No party to this Agreement may assign its interest under this Agreement without prior written consent of all the other Parties. In no event will an assignment be permitted if it would violate Section 73.865 of the FCC Rules.
27. **Counterparts.** This Agreement may be executed in counterparts, which, when executed shall constitute one Agreement, binding on all of the Parties.
28. **Entire Agreement.** This Agreement contains the entire understanding between and among the Applicants and supersedes all prior written or oral agreements between them. There are

no representations, agreements, or understandings among the Parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

- 29. Acknowledgement.** By signing this agreement, all of the Parties acknowledge that they have read this Agreement fully and understand each provision.
- 30. Governing Law; Venue.** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any action under this agreement shall be brought in the City of Boston.
- 31. Notices.** Any notice required hereunder shall be in writing, and any notice or other communication shall be deemed provided when delivered by e-mail to the following addresses, or such other addresses as may hereafter be specified in writing

Dr. Brian J. Wardyga
Associate Professor of Communication
General Manager of Lasell College Radio
Lasell College
1844 Commonwealth Ave.
Newton, MA 02466
617.243.2238
bwardyga@lasell.edu

Mike Lynch, Director, Broadband and Cable
Dept. of Innovation and Technology (DoIT)
City of Boston
43 Hawkins Street
Boston, MA 02114
(617) 635-3112
mike.lynch@boston.gov

Louise Carcione
Clerk/Treasurer
Global Ministries Christian Church
670 Washington Street
Dorchester, MA 02124
(617) 282-7794
pastorbrucewall@aol.com


- 32. Waiver.** Failure of any Party to complain of any act or omission on the part of any other Party in breach of this Agreement, no matter how long the same may continue, shall not be deemed a waiver of any rights hereunder. No waiver of any provision of this Agreement will be deemed a waiver of any other provision or consent to any subsequent breach of the same or other provisions.

33. Liability. Nothing contained in this Agreement shall limit any Applicant's other business, waive any claims any Applicant might have against another Applicant, or allow any Applicant to bind any other Applicant except as is expressly stated herein.

34. Severability. If any term or provision of this Agreement be invalid or unenforceable as to any Party, the remainder of this Agreement shall not be affected thereby, and each remaining term of provision of this Agreement shall be valid and enforceable.

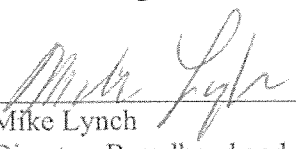
In Witness Whereof, this Agreement is hereby executed as of the date first above written.

Lasell College Radio




Michael Hoyle, Ph.D.
Vice President Business & Finance; CFO
Lasell College

City of Boston, Massachusetts



Mike Lynch
Director, Broadband and Cable
Dept. of Innovation and Technology (DoIT)
City of Boston, Mass.

Global Ministries Christian
Church



Louise Carcione
Clerk/Treasurer
Global Ministries Christian Church

November 24, 2014

Declaration of No Consideration Received

I, Michael Hoyle, do hereby declare, under penalty of perjury, as follows:

I am Vice President Business & Finance and CFO at Lasell College, FCC File No. BNPL-20131112AAF, license holder for a Low Power FM (LPFM) radio station to share time operating on Channel 275L1 in the Boston area.

Applicant has entered into a Settlement Agreement to share the Channel with the City of Boston, Massachusetts and Global Ministries Christian Church ("Other Applicants").

The Settlement Agreement constitutes the entire understanding between Lasell College Radio, Global Ministries Christian Church and the City of Boston, Massachusetts for settlement of this proceeding. Other than as stated in the Settlement Agreement, Lasell College Radio has not received any consideration or paid any consideration to the Other Applicants for a Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

Lasell College Radio did not file its application for the purpose of reaching or carrying out a settlement.

For the reasons outlined in the Settlement Agreement, approval of the Settlement Agreement is in the public interest.

I am authorized to sign this Declaration and the Settlement Agreement.

By:



Michael Hoyle, Ph.D.
Vice President Business & Finance; CFO
Lasell College
1844 Commonwealth Avenue
Newton, MA 02466
(617) 243-2000

Declaration of No Consideration Received

I, Mike Lynch, do hereby declare, under penalty of perjury, as follows:

I am Director, Broadband and Cable, Department of Innovation and Technology (DoIT) at the City of Boston, Massachusetts, FCC File No. BNPL-20131106ARV, license holder for a new Low Power FM (LPFM) radio station to share time operating on Channel 275L1 in the Boston area.

Applicant has entered into a Settlement Agreement to share the Channel with Lasell College Radio and the Global Ministries Christian Church. ("Other Applicants")

The Settlement Agreement constitutes the entire understanding between the City of Boston, Massachusetts, Global Ministries Christian Church and Lasell College Radio for settlement of this proceeding. Other than as stated in the Settlement Agreement, the City of Boston, Massachusetts has not received any consideration or paid any consideration to the Other Applicants for a Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

The City of Boston, Massachusetts did not file its application for the purpose of reaching or carrying out a settlement.

For the reasons outlined in the Settlement Agreement, approval of the Settlement Agreement is in the public interest.

I am authorized to sign this Declaration and the Settlement Agreement.

By:

A handwritten signature in dark ink, appearing to read "Mike Lynch", is written over a horizontal line.

Mike Lynch
Broadband and Cable
Dept. of Innovation and Technology (DoIT)
City of Boston
43 Hawkins Street
Boston, MA 02114
(617) 635-3112
Mike.lynch@boston.gov

Declaration of No Consideration Received

I, Louise Carcione, do hereby declare, under penalty of perjury, as follows:

I am Clerk/Treasurer at the Global Ministries Christian Church, FCC File No. BNPL-20131022AEW, license holder for a new low power FM radio station to share time operating on Channel 275L1 in the Boston area.

Applicant has entered into a Settlement Agreement to share the Channel with Lasell College Radio and the City of Boston. ("Other Applicants")

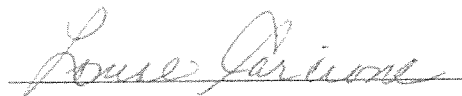
The Settlement Agreement constitutes the entire understanding between the City of Boston, Massachusetts and Lasell College Radio for settlement of this proceeding. Other than as stated in the Settlement Agreement, the City of Boston, Massachusetts has not received any consideration or paid any consideration to the Other Applicants for a Construction Permit. Nor has any consideration been promised except as stated in the Settlement Agreement.

The City of Boston, Massachusetts did not file its application for the purpose of reaching or carrying out a settlement.

For the reasons outlined in the Settlement Agreement, approval of the Settlement Agreement is in the public interest.

I am authorized to sign this Declaration and the Settlement Agreement.

By:



Louise Carcione
Clerk/Treasurer
Global Ministries Christian Church
670 Washington Street
Dorchester, MA 02124
(617) 282-7794
pastorbrucewall@aol.com